

Case No. 1:24-cv-11575

SONITHA SCALES, ALICIA THOMAS, STEPHEN MCNUTT, JEFF PORTER, & PAUL SIMONE, individually, and on behalf of all other similarly situated individuals,

Plaintiffs,

v.

JAY MCGRAW; ERIC WELCH; CREDITSERVE, INC.; MINTO FINANCIAL, d/b/a MINTO MONEY; and JOHN DOES 1-10,

Defendants.

**EXHIBIT 4 TO  
DEFENDANT'S  
MOTION TO COMPEL  
ARBITRATION**

PLEASE TAKE A MOMENT TO REVIEW THIS LOAN AGREEMENT CAREFULLY. YOU WILL BE REQUIRED TO ELECTRONICALLY SIGN AND DATE IT. YOU WILL ALSO ELECTRONICALLY SIGN AND DATE THE DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATIONS. BY ELECTRONICALLY SIGNING AND DATING THIS LOAN AGREEMENT, YOU AGREE TO BE BOUND BY ITS TERMS AS PROVIDED HEREIN.

Loan #	
<b>Agreement Date: 8/2/2021</b>	<b>Loan #: 8470</b>
<b>Effective Date: 8/2/2021</b>	<b>Loan Type: Installment Loan</b>

  

Minto Financial d/b/a Minto Money PO Box 58112 Minto, AK 99758 Phone (844) 446-4686	Name: Paul Simone Address: 2212 North 73rd Terrace City: Kansas City State: KS, Zip: 66109 Phone: (816)752-5298 Email Address: paulkckguard@gmail.com
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In this Agreement("Agreement") the words "we," "us" and "our" mean Minto Financial d/b/a Minto Money, a wholly owned subsidiary of Benhti Economic Development Corporation ("BEDCO"), a sovereign American Indian tribe in Alaska,("Tribe"), and any authorized representative, agent, independent contractor, affiliate or assignee we use in the provision of your loan. "You" and "your" means the consumer who signs the Agreement electronically. The term "business day" means any calendar day other than a Saturday, Sunday or a bank or federal holiday, between the hours of 8AM and 5PM CST.

This Agreement is governed by the laws of the Tribe.

In order to complete your transaction with us, you must electronically sign and date this Agreement. We cannot commit to make a loan to you unless your completed application is approved by our underwriting department, located within the exterior boundaries of the Native Village of Minto. Once you sign and submit this Agreement, we will either approve or deny your request for credit from our office located on tribal land. If your information cannot be verified by the Effective Date, your request for credit will not be approved, we will not fund the loan, and you will not incur any finance charge or fees.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
502.8 %	\$11,740.01	\$2,350.00	\$14,090.01

#### Your Payment Schedule will be:

##### Payment Number Payment Amount Payment Due Date

1	\$440.21	8/13/2021
2	\$440.21	8/27/2021
3	\$440.21	9/10/2021
4	\$440.21	9/24/2021
5	\$440.21	10/8/2021
6	\$440.21	10/22/2021
7	\$440.21	11/5/2021
8	\$440.21	11/19/2021
9	\$440.21	12/3/2021
10	\$440.21	12/17/2021
11	\$440.21	12/31/2021
12	\$440.21	1/14/2022
13	\$440.21	1/28/2022
14	\$440.21	2/11/2022
15	\$440.21	2/25/2022
16	\$440.21	3/11/2022
17	\$440.21	3/25/2022

18	\$440.21	4/8/2022
19	\$440.21	4/22/2022
20	\$440.21	5/6/2022
21	\$440.21	5/20/2022
22	\$440.21	6/3/2022
23	\$440.21	6/17/2022
24	\$440.21	7/1/2022
25	\$440.21	7/15/2022
26	\$440.21	7/29/2022
27	\$440.21	8/12/2022
28	\$440.21	8/26/2022
29	\$440.21	9/9/2022
30	\$440.21	9/23/2022
31	\$440.21	10/7/2022
32	\$443.50	10/21/2022

**Security:** If you decide to authorize automatic payments from your bank account, you are giving a security interest in your Payment Choice Authorization. If you do not authorize automatic payments from your bank account, you are not giving us a security interest.

**Late Charge:** If a payment is 5 days or more late, You will be charged \$20 per late scheduled payment.

**Prepayment:** If You pay off early, You will not have to pay a penalty.

See the terms of the Agreement below for any additional information about nonpayment, default, any repayment in full before the schedule date, and prepayment refunds and penalties.

ITEMIZATION OF AMOUNT FINANCED: Amount Financed/Amount given to You directly \$2,350.00

#### **SPECIAL NOTICES:**

- **YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.**
- **YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.**
- **YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.**
- **NON-PROFIT CREDIT COUNSELING SERVICES MAY BE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.**

#### **PAYMENT DISBURSEMENT OPTIONS**

**DISBURSEMENT:** If your loan is approved, we will process disbursement of your loan proceeds within one (1) business day of the day your loan is approved. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your loan into your Bank Account as described in your Disbursement Authorization. The date that your loan proceeds are deposited to your Bank Account is the "Disbursement Date." Unavoidable delays that occur as a result of bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of God," and/or "acts of terror" may extend the time for the deposit and may cause a change in the Disbursement Date and your Annual Percentage Rate ("APR") as disclosed herein. In the event that disbursement is delayed, the Disbursement Date will automatically adjust to the actual date of disbursement.

**AUTHORIZATION FOR ACH CREDIT:** You agree that we may initiate a credit entry to your Bank Account for an amount consistent with this Agreement on or before the Effective Date. If you revoke this authorization before we credit the loan proceeds to you, then we will not be able to deposit the loan proceeds into your Bank Account. To find out whether or not a deposit has been made, you may contact customer service at (844)446-4686.

#### **PAYMENT METHOD OPTIONS**

**PAYMENTS:** You are required to make the payments for each period outlined in the payment schedule above ("Installment Period") on or before the payment due dates in the payment schedule ("Payment Due Dates"). If you would like to repay your loan according to a payment plan other than as set forth herein, you must contact a customer service representative no later than three (3) days prior to your next scheduled Payment Due Date to make those payment schedule modifications if you would like them in effect for the next Payment Due Date. You will make your payments on or before every Payment Due Date until you have paid the entire principal and accrued finance charge(s) and any other charges as described in this Agreement. If on the final scheduled Payment Due Date

(“Maturity Date”), you still owe amounts under this Agreement, you will pay those amounts in full on that date. You may elect to make your payments electronically: by ACH debit. You may also elect to make your payments by cashier’s check or money order and mail your payments to us.

**ELECTRONIC PAYMENT:** If you elect to make your payments electronically, then your payment plus any Non-Sufficient Funds (“NSF”), Late or Refused Instrument Charge fees due to us, if applicable, will be debited electronically from your Bank Account on each Payment Due Date as set forth in your payment schedule (see “**PAYMENT CHOICE AUTHORIZATION**” below) through one of the electronic methods described below. You may revoke your payments by contacting customer service at (844)466-4686 or emailing us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com). Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). For the purposes of these disclosures, our business days are Monday – Friday, 8:00am – 5:00pm CT. Saturdays, Sundays, and Holidays are not included.

**PAYMENTS BY ACH DEBIT:** If you elect to pay by ACH debit, then you authorize us, our successors and assigns to initiate automatic debits for payments from your Bank Account. You agree that we will initiate debit entries on each scheduled payment date or thereafter for the scheduled amount, or any lesser amount you owe. You authorize us to initiate separate ACH debit entries to your Bank Account identified in the Payment Choice Authorization for any returned payment and NSF, Late or Refused Instrument Charge fees in the amounts set forth in this Agreement. You agree that we may reinitiate any ACH up to two (2) additional times for the same amount if an ACH is dishonored. You do not have to authorize payments by ACH debit in order to receive a loan from us. If you do not want to make payments by ACH debit, please review the other available payment options below.

You may revoke this authorization by contacting customer service at (844) 446-4686 or emailing us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com) not less than three (3) business days prior to your scheduled payment. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s).

You have the right to receive notice of all transfers that vary in amount. You acknowledge that we elected to offer you a specified range of amounts for the recurring ACH processing rather than providing you with a notice of transfer for each varying amount. The ACH debit may range from the amount provided in this Agreement, which may be a scheduled payment amount or less if partial prepayments have been made, to the scheduled payment amount plus applicable NSF, Late or Refused Instrument Charge fees. We will send you a notice if a charge exceeds this range.

You authorize us to verify any information that you provide to us, including past and current information from whatever source. You agree that the ACH entries authorized here are voluntary, and that certain entries will recur as defined in this Agreement at substantially regular intervals. If there is any missing or erroneous information in or with your loan application regarding your Bank Account, then you authorize us to verify and correct the information. If any payment cannot be obtained by ACH, you remain responsible for such payment and any resulting fees under this Agreement.

Your Bank Account associated with this authorization is listed in the Payment Choice Authorization.

**PAYMENT BY CASHIER’S CHECK OR MONEY ORDER:** If you elect to pay by cashier’s check or money order, then you agree to repay all amounts due pursuant to this Agreement by mailing your cashier’s checks or money orders to us at P.O. Box 58112, Minto, AK 99758. All mailed payments must reach us by 5:00pm Central Time on or before 2 business days prior to the Payment Due Date to ensure timely processing of your payment.

#### **OTHER INFORMATION**

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time before the Maturity Date without penalty. If you prepay in full, you must pay the finance charge(s) accrued on your loan and all other amounts due up to the date of the prepayment. If you wish to prepay your loan, then you must contact a customer service representative at (844) 446-4686 to obtain an accurate payoff amount and either provide us with authorization to effect a debit entry to your Bank Account for the prepayment, or otherwise advise us of your intended method of prepayment. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment.

**LATE CHARGE:** You agree to pay a late charge of \$20 if a payment is 5 days or more late. If you authorized debits from your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit your Bank Account or debit card, as applicable, for any late charges.

**REFUSED INSTRUMENT CHARGE:** If your payment method is stopped, denied or otherwise dishonored, then you agree to pay us a fee of \$30. If you authorized debits from either your Bank Account or debit card in your Payment Choice Authorization, you agree that we may debit your Bank Account or debit card, as applicable, for any Refused Instrument Charge. Your refused instrument may also cause your payment to be late which could result in your having to also pay a late charge.

**YOUR PROMISE TO PAY:** You promise to pay us, or any subsequent holder of this Agreement, the Amount Financed and finance charges according to the payment schedule in the Truth in Lending Disclosures plus all other amounts owed to us under this Agreement. You agree that your finance charges will be calculated at the Annual Percentage Rate in the Truth in Lending Disclosures. All payments will be applied first to finance charges and fees and then to principal. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment.

**WHEN YOU BEGIN PAYING FINANCE CHARGE(S):** You begin to accrue finance charge(s) for the loan on the Disbursement Date. The first Installment Period on the loan begins on the Disbursement Date and ends on the first Payment Due Date. Thereafter, each Installment Period begins on the first date following the Payment Due Date and ends on the next Payment Due Date. You will be charged finance charge(s) on the entire Installment Period beginning on the first day of the Installment Period. In calculating your payments, we have assumed you will make each payment on the day and in the amount due as outlined within your payment schedule. If any payment is made before the Payment Due Date, the finance charge(s) will be calculated as of the date of your prepayment, and any over payment will be applied to the amounts owed under this Agreement. Time is of the essence, which means that there are no grace periods for when payments must be made.

**ASSIGNMENT:** This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without notice to you and your consent is not required if we make such an assignment or transfer.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your loan application. You give us consent to obtain information about you from consumer reporting agencies or other sources at any time. We reserve the right to withhold funding of this loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**CREDIT REPORTING:** We may report information about your loan to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected on your credit report.

**CANCELLATION: CANCELLATION:** You may cancel your payment obligations under this Agreement, without cost or finance charges, no later than 5:00 p.m. Central Time of the second business day immediately following the Disbursement Date (“Cancellation Deadline”). Your right to cancel your loan only applies if your loan either hasn’t funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us in writing, by or before the Cancellation Deadline, by email to [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com) that you want to cancel the future payment obligations on this loan. If we timely receive your written notice of cancellation on or before the Cancellation Deadline but before the loan proceeds have been deposited into your Bank Account, then we will not debit your Bank Account and both your and our obligations under this Agreement will be rescinded. However, if we timely receive your written notice of cancellation on or before the Cancellation Deadline but after the loan proceeds have been deposited into your Bank Account, then you authorize us to effect a debit to your Bank Account or your debit card as you chose in your Payment Choice Authorization for the principal amount of this Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount by debit to your Bank Account or your debit card, then this Agreement will remain in full force and effect.

**DEFAULT:** You will be in default under this Agreement if you do not pay us a scheduled payment or any other amounts you owe us when due or your chosen payment method is stopped, denied or otherwise dishonored. If you default on your loan, we can choose to declare all principal, finance charges and other amounts that you owe us to be immediately due and payable in full. If you are in default and you authorized debits from your Bank Account, you agree that we can debit your Bank Account or debit card, as applicable, for the full amount that you owe us. Additionally, if you do not cooperate with us on repaying your debt to us we may submit your name to a collection agency and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

**CONSEQUENCES OF DEFAULT:** Upon a default by you under this Agreement, we may, at our sole option, take any one or more of the following actions:

- a) Agree to permit you to cure a payment default before the loan goes into collection by modifying your Payment Schedule and/or payment amounts (a “Cure Arrangement”). This option is not available for all customers and/or all loan products. If we agree to a Cure Arrangement and you fail to honor its terms, then we will have the right, at our sole discretion, to terminate the Cure Arrangement and immediately and without notice declare the entire unpaid principal balance and all accrued unpaid finance charge(s) and fees immediately due under your loan (“Accelerate Your Loan”);
- b) Automatically and without further action or notice Accelerate Your Loan and require you to immediately pay us all amounts due and owing pursuant to such acceleration;
- c) If you have elected to repay your loan electronically, we may automatically and without further action or notice withdraw from your designated account(s) an amount equal to the amount owed and unpaid as of your last scheduled payment date up to an amount equal to the amount owed if we have Accelerated Your Loan; and
- d) Pursue all legally available means to collect what you owe us.

By electing any one of these options, we do not waive or release our right to subsequently elect and apply any other options to collect the amounts due and owing to us.

**GOVERNING LAW:** The laws of the Tribe and applicable federal law will govern this Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. You agree to be bound by Tribal law, and in the event of a bona fide dispute between you and us, Tribal law and applicable federal law shall exclusively apply to such dispute.

**SOVEREIGN IMMUNITY AND PRESERVATION OF SOVEREIGN IMMUNITY:** This Agreement and all related documents are being submitted by you to us as an economic development arm and instrumentality of the Tribe. The Tribe is a federally recognized Indian Tribe and enjoys sovereign immunity. Nothing in this Agreement constitutes a waiver of the Tribe’s sovereign immunity and the Tribe’s immunity is fully preserved and is not waived either in whole or in part by this Agreement and the Tribe expressly maintains all rights, titles, privileges, and immunities, to which the Tribe is entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver of the Tribe’s immunity is or can be made except by express written declaration of the Tribe’s Tribal Council specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Agreement or

your Disbursement and Payment Choice Authorization. As set forth below, the Tribe expressly preserves its sovereign immunity and you may not assert any claims against the Tribe. As an economic development arm and instrumentality of the Tribe, we are entitled to sovereign immunity to the same extent as the Tribe. We do not have the authority to waive sovereign immunity of any third parties, including, but not limited to, BEDCO and the Tribe. To encourage resolution of consumer complaints, a complaint may be submitted by you or on your behalf pursuant to the Dispute Resolution Procedure and Arbitration Provision below and the complaint is limited by the Dispute Resolution Procedure and Arbitration Provision.

**QUESTIONS OR CONCERNS:** If you have questions or concerns and need assistance, please telephone us at (844) 446-4686.

**DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION**

<b>DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION for Minto Financial d/b/a Minto Money</b>	<b>Loan#:</b> 8470
REVIEW VERY CAREFULLY BEFORE EXECUTING THE LOAN AGREEMENT	

**Your Electronic Credit Disbursement Authorization**

By electronically signing this Disbursement and Payment Choice Authorization below, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to the Agreement. The words "you" and "your" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words "we," "us" and "our" mean Minto Financial d/b/a Minto Money and our successors and assigns.

**Disbursements to your Bank Account. Unless otherwise agreed, disbursement credits of your loan proceeds will be made to the following bank account (your "Bank Account").**

<b>Bank Name:</b>	Union Bank & Trust
<b>Transit ABA Number:</b>	0795
<b>Deposit Account Number:</b>	2363

**We will make these disbursement credits by Automated Clearing House (ACH) entries or other electronic transfer.**

**BY TYPING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS DISBURSEMENT AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.**

**YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AUTHORIZATION FOR YOUR RECORDS.**

**[I AGREE]**

**Paul Simone** I agree that Minto Financial d/b/a Minto Money and its successors and assigns may initiate an ACH credit disbursement to my Bank Account.

**PAYMENT CHOICE AUTHORIZATION**

**Your Payment Choice Authorization**

<b>Automatic Payment from Your Bank Account.</b>  By electronically signing this Payment Choice Authorization below, you voluntarily authorize us to initiate debits you have authorized. This Payment Choice Authorization is a part of and relates to this Agreement.  You authorize us and our successors and assigns to process payment debit entries out of your Bank Account by the payment process you have authorized above, such as [ACH entries,] [Remotely Created Checks] or [transactions through your debit card accessing your Bank Account listed above].  You specifically authorize us to use this PAYMENT CHOICE to process debit entries from your Bank Account for all payments due under this Agreement in a sum equal to your payment amount due under the Agreement; provided, however, that you preauthorize us to vary the amount of any debit entry on each Payment Due Date as needed to adjust a payment due on the loan to reflect: (1) any payment you make; (2) any amounts you still owe under this Agreement on the final scheduled Payment Due Date; and, (3) for any late, returned item charges, nonsufficient fund fees and other fees imposed under the Agreement.	<b>Payments You will Make Directly.</b>  You agree to make each of your scheduled payments in your payment schedule by cashier's check or money order that we receive no later than 5:00 pm Central Time on or before 2 business days prior to the Payment Due Date to: Minto Financial d/b/a/ Minto Money PO Box 5812 Minto, AK 99758
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If you are in default, you authorize us to process one or more debit entries to pay all principal, finance charges and other amounts due to us as provided in the Agreement. You authorize us to reprocess debit entries for the same amounts if any attempted payment transaction is dishonored.

We will provide you with ten (10) days' notice prior to processing a preauthorized debit entry that varies from the scheduled amounts detailed above, unless the variance results from your request and your new authorization for us to change the amount of your payments going forward.

If you have chosen to authorize payment from your bank account, you may revoke your authorization to automatic payments at any time by contacting us directly at (844)446-4686 or [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com). Your revocation must be received no less than three (3) business days prior to your scheduled payment date. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). You understand that revoking your authorization does not relieve you of the responsibility of paying all amounts due in full that are owed by you under the loan agreement. Your revocation must be received no less than three (3) business days prior to your scheduled payment date. Please note: if your scheduled payment has already been submitted to your financial institution at the time of revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. However, when possible, at the time of revocation, we will void any pending payment(s). You understand that revoking your authorization does not relieve you of the responsibility of paying all amounts due in full that are owed by you under the loan agreement.

**BY TYPING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS PAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.**

**YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION FOR YOUR RECORDS.**

**Paul Simone** I agree that Minto Financial d/b/a Minto Money and its successors and assigns may initiate electronic fund transfer payments from my Bank Account, via the PAYMENT CHOICE. Please note, you are not required to authorize this payment choice authorization option in order to be approved for a loan from us. You may choose to pay by cashier's check or money order by following the instructions in the "pay by cashier's check or money order" section of this agreement and on the application screen.

**ERROR RESOLUTION NOTICE:** In the event (i) you have a question about an electronic transfer or if (ii) you find an error, you must telephone us at (844) 446-4686, email us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com), or contact us by mail at P.O. Box 58112, Minto, AK 99758. We must hear from you no later than sixty (60) days after the FIRST debit or credit that is the basis of the problem or error. (1) Tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant; (3) in order to comply with a government agency or court orders; or (4) as described in our privacy notice, provided separately.

#### **DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION**

**DISPUTE RESOLUTION PROCEDURE:** As an accommodation to consumers, we have established the following Dispute Resolution Procedure to receive, review, and consider any and all types of complaints made by or on behalf of our consumers. A consumer who, in the course of his or her otherwise lawful and proper use of our business, has concerns about the operation of any part of us or who otherwise believes himself or herself to be aggrieved by some aspect of any part of our operation shall direct his or her concerns in the first instance to our management, in writing at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com) or contact us by mail at P.O. Box 58112, Minto, AK 99758. A consumer's complaint to us shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights. We will investigate the consumer's complaint and provide our initial determination as soon as is reasonably practicable. If the dispute is not resolved to your satisfaction, you and we agree that we shall arbitrate that dispute in accordance with the terms of the Arbitration Provision, described below.

**ARBITRATION PROVISION: PLEASE READ THE FOLLOWING CAREFULLY AS IT IMPACTS YOUR LEGAL RIGHTS.**

WE, AS A WHOLLY OWNED ECONOMIC DEVELOPMENT ARM AND INSTRUMENTALITY, AND LIMITED LIABILITY COMPANY OF THE TRIBE, AND OUR DIRECTORS, OFFICERS, AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR AUTHORITY, ARE NOT SUBJECT TO SUIT IN

ANY COURT IN ANY JURISDICTION, OR ANY OTHER FORUM, ABSENT A WAIVER OF SOVEREIGN IMMUNITY. In order to resolve a dispute that we cannot resolve to your satisfaction as set forth above, we consent to a limited waiver of sovereign immunity as expressly set forth below, which is expressly limited by the Arbitration Provision in this Agreement. This limited waiver is strictly limited to individual arbitration claims set forth below and judicial actions to enforce such individual arbitration awards as strictly limited herein.

**Definitions:** The words “dispute” and “disputes” are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Dispute Resolution Procedure and Arbitration Provision (“this Provision”), the validity and scope of this Provision and any claim or attempt to set aside this Provision? (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Loan Agreement, including the customer information application, and/or any past Agreement or Agreements between you and us? (c) all counterclaims, cross-claims and third-party claims? (d) all common law claims, based upon contract, tort, fraud, or other intentional torts? (e) all claims based upon a violation of any state or federal constitution, statute or regulation? (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us? (g) all claims asserted by you individually against the Tribe, us and/or any of our employees, agents, directors, officers, governors, managers, members, parent company or affiliated entities (collectively, “related third parties”), including claims for money damages and/or equitable or injunctive relief? (h) all claims asserted on your behalf by another person? (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (“Representative Claims”)? and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

**Notice:** Any party to a dispute, including you, us and/or related third parties, may send the other party(s) written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, the arbitration shall occur before the American Arbitration Association (1-800-778-7879; <http://www.adr.org>). However, the parties may mutually agree to select a different arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator’s rules. The party receiving notice of arbitration shall respond in writing by certified mail return receipt requested within twenty (20) calendar days. All parties to such dispute will be governed by the rules and procedures of the American Arbitration Association applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement or this Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the American Arbitration Association (1-800-778-7879; <http://www.adr.org>).

Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator’s fees (“Arbitration Fees”). Throughout the arbitration, each party shall bear his or her own attorneys’ fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Governing Law set forth above, and the Federal Arbitration Act, 9 U.S.C. §§1-16 (“FAA”) and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, unless you agree to a different location. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If the arbitrator renders a decision or an award in your favor resolving the dispute, the arbitrator shall award you reasonable attorneys’ fees. If the arbitrator renders a decision or an award in your favor resolving the dispute then you will not be responsible for reimbursing us for your portion of the Arbitration Fees and we will reimburse you for any Arbitration Fees you have previously paid. Regardless of whether the arbitrator renders a decision or an award in your favor resolving the dispute, you will not be responsible for reimbursing us for your portion of the Arbitration Fees and we are not entitled to an award of attorneys’ fees. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator’s award may be filed with any court having competent jurisdiction.

You and we expressly acknowledge and agree that this Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. This Arbitration Provision survives the termination of the relationship between you and us, and continues in full force and effect, even if your obligations have been cancelled by prepayment, paid or discharged through bankruptcy. This Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. You hereby acknowledge and expressly agree to the following by executing this Agreement, submitting it to us, and accepting the loan proceeds without cancelling your Loan:

**YOU AGREE TO THE TERMS OF THIS ARBITRATION PROVISION AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**WAIVER OF JURY TRIAL: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR AGAINST A RELATED THIRD PARTY.**

**CLASS-ACTION/REPRESENTATIVE WAIVER: BY AGREEING TO THE TERMS OF THIS ARBITRATION PROVISION, YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE CLAIMS AND YOU THEREFORE WILL NOT BE ALLOWED TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT**

IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

By electronically signing this Agreement, you hereby acknowledge that you have read the Agreement in its entirety, that you have carefully reviewed all of the terms and provisions contained in this Agreement, that you fully understand and comprehend the meaning of each and every word, phrase and provision contained in this Agreement and that you hereby agree to abide by and be bound by all of the terms and provisions in this Agreement, including the terms and provisions of this Agreement dealing with the limited waiver of sovereign immunity and the ARBITRATION PROVISION.

#### **CONSENT TO ELECTRONIC COMMUNICATIONS**

- The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (this “Consent”). By electronically signing this Agreement by clicking the “I AGREE” button and entering your name below, you are confirming that you have agreed to the terms and conditions of this Consent and that you have the ability to download or print a copy of this Consent for your records. You further agree that:
  - Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, disclosures, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, “Communications”), may be sent to you electronically by sending it to you by e-mail as permitted by applicable law.
  - We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.
  - You may obtain a copy of any Communication by contacting us at [www.mintomoney.com](http://www.mintomoney.com), writing to us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com), or by calling us at (844) 446-4686. You will not be charged a fee for such copy. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form. If you choose to receive Communications in paper or non-electronic form, we may elect to terminate this Agreement and demand payment of the amount then due by the date of your withdrawal of consent; or by the expiration of any minimum term mandated by law, whichever is later.
  - You agree to provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least 5 days before the change.
  - In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft Internet Explorer 6 or equivalent browser and above supports this feature. You will also need either a printer connected to your computer to print disclosures/ notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider. We may amend (add to, delete or change) the terms of this Consent to electronic communication by providing you with advance notice.

#### **CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES**

- **CONSENT TO TELEPHONE CALLS AND TEXT MESSAGES.** By electronically signing this Agreement by clicking the “I AGREE” button and entering your name below, you consent to receiving calls and Text Messages pertaining to your loan, including but not limited to, payment information, account information, due dates, delinquencies, program updates relating to your loan, and collection efforts, at any phone number you have provided to us, our assignee(s), or anyone trying to collect the loan. You consent to calls and text messages using an automatic telephone dialing system or an artificial or prerecorded voice.
- **How To Unsubscribe:** You may withdraw your consent to receive Text Messages by texting “STOP” to the message you receive, calling us at (844) 446-4686 or emailing us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com). You may withdraw your consent to receive telephone calls using an automatic telephone dialing system or an artificial or prerecorded voice by calling us at (844)446-4686 or emailing us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com). At our option, we may treat your provision of an invalid mobile phone number, or the subsequent malfunction of a previously valid mobile phone number, as a withdrawal of your consent to receive calls or Text Messages. We will not impose any fee upon you to process the withdrawal of your consent to receive calls or Text Messages. Any withdrawal of your consent to receive calls or use Text Messages will be effective only after we have a reasonable period of time to process your withdrawal.
- In order to access, view, and retain Text Messages that we make available to you, you must have: (1) a Text Messagecapable mobile phone, (2) an active mobile phone account with a communication service provider? and (3) sufficient storage capacity on your mobile phone.
- To request additional information, text “HELP” to the message you receive or contact us by telephone at (844)446-4686.
- The services are available from most of the carriers that offer Text Messaging. Consult your mobile service carrier to confirm that they offer Text Messaging.
- There is no service fee for Text Messages but you are responsible for all charges imposed by your communications service provider, such as fees associated with Text Messaging. Consult your mobile service carrier’s pricing plan to determine the charges for sending and receiving Text Messages. These charges will appear on your phone bill. Message frequency depends on account settings.
- You agree that we may send any Text Messages related to your loan through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend, and hold us harmless from and against all claims, losses,

liability, costs, and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, or regulation or ordinance relating to Text Messages. Your obligation under this paragraph shall survive termination of this Agreement. You agree that Text Messages are provided for your convenience only.

- Receipt of each Text Message may be delayed or impacted by factors pertaining to your communications service provider. We will not be liable for losses or damages arising from any disclosure of account information to third parties, nondelivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the Text Messages sent by us.
- We may modify or terminate our Text Messaging services from time to time, for any reason, with or without notice, and without liability to you, any other user or third party.

#### **CONSENT TO RECEIVE ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS**

- By signing this section, you consent to our sending you Advertising and Telemarketing Text Messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice calls or texts.
- Signing this section will be deemed to be your signature acknowledging your consent to receive Advertising and Telemarketing Text Messages and telephone calls as described above to your mobile phone at (816)752-5298.
- You are not required to consent to Advertising or Telemarketing Text Messages or calls to obtain credit or other services from us. At any time, you may withdraw your consent to receive Advertising or Telemarketing Text Messages or marketing calls to the mobile number provided by calling us at (844) 446-4686 or emailing us at [customerservice@mintomoney.com](mailto:customerservice@mintomoney.com).
- You understand that: any Advertising and Telemarketing Text Messages we send you may be accessed by anyone with access to your Text Messages? and your mobile phone service provider may charge you fees for Advertising and Telemarketing Text Messages that we send you, and you agree that we shall have no liability for the cost of any Advertising and Telemarketing Text Messages.

#### **SIGNATURE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS**

**BY ENTERING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS LOAN AGREEMENT AND AGREEING TO ALL THE TERMS OF THIS LOAN AGREEMENT INCLUDING:**

- THE DISPUTE RESOLUTION PROCEDURE AND ARBITRATION PROVISION
- THE CONSENT TO ELECTRONIC COMMUNICATIONS
- THE CONSENT TO RECEIVE TELEPHONE CALLS AND TEXT MESSAGES
- THE COVERED BORROWER IDENTIFICATION STATEMENT
- YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR YOUR RECORDS.

**[I AGREE]**

DATE: 8/2/2021

172.58.56.20

NAME: **Paul Simone**

## **PRIVACY POLICY**

Rev. June 2019

#### **FACTS | WHAT DOES MINTO FINANCIAL d/b/a MINTO MONEY DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share Your personal information. Consumers have the right to limit some but not all sharing. This notice tells You how We collect, share, and protect Your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service You have with Us. This information can include:  * Social Security number and checking account information * Payment history and income * Employment information and wire transfer instructions
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons

Reasons We can share Your personal information	Does Minto Financial share?	Can You limit this sharing?
For Our everyday business purposes – such as to process Your transactions, maintain Your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For Our marketing purposes – to offer Our products and services to You	YES	NO
For joint marketing with other financial companies	NO	WE DO NOT SHARE
For Our affiliates' everyday business purposes – information about Your transactions and experiences	YES	NO
For Our affiliates' everyday business purposes – information about Your creditworthiness	YES	YES
For Our affiliates to market to You	YES	YES
For nonaffiliates to market to You	YES	YES

To limit Our sharing	<ul style="list-style-type: none"> <li>* Call (844) 446-4686 our menu will prompt you through your choices or</li> <li>* Contact us via email at <a href="mailto:customerservice@mintomoney.com">customerservice@mintomoney.com</a></li> </ul> <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	Call (844) 446-4686 or go to <a href="http://www.mintomoney.com">www.mintomoney.com</a>

Who We are	
Who is providing this notice?	Minto Financial d/b/a Minto Money, a wholly owned subsidiary of Benhti Economic Development Corporation ("BEDCO"), a tribally chartered economic arm and instrumentality of a sovereign American Indian tribe in Alaska, is providing this privacy policy.

What We do	
How does Minto Financial protect my personal information?	To protect Your personal information from unauthorized access and use, We use security measures. These measures include computer safeguards and secured files and buildings.
How does Minto Financial collect my personal information?	<p>We collect Your personal information, for example, when You</p> <ul style="list-style-type: none"> <li>* Apply for a loan</li> <li>* Give Us Your income information</li> <li>* Tell Us where to send the money</li> <li>* Provide account information</li> <li>* Provide employment information</li> </ul> <p>We also collect Your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>You have the right to limit only</p> <ul style="list-style-type: none"> <li>* sharing for affiliates' everyday business purposes – information about Your creditworthiness</li> <li>* affiliates from using Your information to market to You</li> <li>* sharing for nonaffiliates to market to You</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on Your account.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include other business entities of Minto Financial d/b/a Minto Money, a wholly owned subsidiary of Benhti Economic Development Corporation ("BEDCO"), a sovereign American Indian tribe in Alaska</i></li> </ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Non-affiliates we share with include service providers and data processors.

<b>Joint marketing</b>	<b>A formal agreement between nonaffiliated financial companies that together market financial products or services to You. * Minto Financial does not jointly market.</b>
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